EXHIBIT QQ



Paul Schofield < p.schofield@clarkstown.org>

Fwd: Grace Baptist Church HAS-25113

1 message

Paul Adler <paul.adler@randcommercial.com>

Wed, Jun 5, 2019 at 1:40 PM

To: "Paul K. Schofield" <p.schofield@clarkstown.org>, George Hoehmann <g.hoehmann@clarkstown.org>, Ginny Warsaw <ginny.warsaw@randcommercial.com>, James Coombs <james.coombs@hudsonunited.com>

Paul

Attached please find a copy of the Title Report prepared last in connection GBC for your review and use. If want to have James Coombs provide updated title services, please contact him directly at Hudson United. Jim is copied on this email. Thank you

Paul Adler, Esq.
Rand Commercial
Chief Strategy Officer
Lic. RE Associate Broker NY & NJ Broker-Salesperson
845-770-1205 office
917-577-0497 mobile
paul.adler@randcommercial.com



----- Forwarded message -----

From: <james.coombs@hudsonunited.com>

Date: Wed, Jun 5, 2019 at 1:11 PM

Subject: Grace Baptist Church HAS-25113

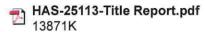
To: <paul.adler@randcommercial.com>, <michael.adams@hudsonunited.com>

Cc: <james.coombs@hudsonunited.com>

Good Afternoon,

Enclosed herein please find Title Report that was prepared last year.

Thank you
James Coombs
Clearance Officer
Hudson United Title Services, LLC



Hudson United Title Services, LLC

95 S. Middletown Road, Nanuet, NY 10954 (845) 638-2000 Fax # (845) 634-0895

September 16, 2018

James M. Birnbaum, Esq. REDA COMPOSTO & BIRNBAUM, LLP 82 Maple Avenue New City, NY 10956

RE: Title No.: HAS-25113

Premises: 22 Demarest Avenue, West Nyack, NY 10994
Premises: 24 Demarest Avenue, West Nyack, NY 10994
Premises: 26 Demarest Avenue, West Nyack, NY 10994-1803

Premises: 9 Highview Avenue, New City, NY 10956 Premises: 20 Demarest Avenue, Nanuet, NY 10954-3312

Owner(s): Grace Baptist Church of Nanuet Buyer(s): Chung Tai Chan Monastery USA

Reference: Chung Tai Chan Monastery USA from Grace Baptist Church of Nanuet

Dear James Birnbaum:

In reference to the above, enclosed please find certificate and Report of Title.

Please Note: One open Mortgage of record, Schedule B exceptions #6, #7, #8 and #9, the municipal searches returned a violation on Tax Map Lot #46, not yet received, the invoice provided is an estimate and is subject to change.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the undersigned. Thank you.

Very truly yours, Hudson United Title Services, LLC

By: Hudson United Title Services, LLC

Enc.

cc: INSERT

Case 7:20-cv-01399-NSR Document 1-44 Filed 02/18/20 Page 5 of 25

Hudson United Title Services, LLC

95 S. Middletown Road Nanuet, NY 10954

Telephone: (845) 638-2000 Fax: (845) 634-0895

CLOSING DATE:

CLOSER:

TITLE NUMBER: HAS-25113

Purchaser(s): Chung Tai Chan Monastery Usa

Seller(s):

Grace Baptist Church Of Nanuet

Applicant:

REDA COMPOSTO & BIRNBAUM, LLP James M. Birnbaum, Esq.

Premises: 22 Demarest Avenue, Clarkstown, NY

County: Rockland County

District: 20

Section: 64.9

Block: 1

Lot(s): 47

Premises: 24 Demarest Avenue, Clarkstown, NY

County: Rockland County

District: 20

Section: 64.9

Block: 1

Lot(s): 51

Premises: 26 Demarest Avenue, Clarkstown, NY

County: Rockland County

District: 20

Section: 64.9

Block: 1

Lot(s): 50

Premises: 9 Highview Avenue, Clarkstown, NY

County: Rockland County

District: 20

Section: 64.9

Block: 1

Lot(s): 48

Premises: 20 Demarest Avenue, Clarkstown, NY

County: Rockland County

District: 20

Section: 64.9

Block: 1

Lot(s): 46

ITEM	BORROWER	Seller	LENDER
Title - Owner's Policy Premium (optional)	19,148.00		
NY State Transfer Tax		20,000.00	<u></u>
RP5217 Filing Fee	875.00		
() Deed Recording Fee Rockland(5)	455.00		
Municipal Searches	225.00		
C.O. Copy Fee(5)	1,000.00		
Bankruptcy Search	112.00		
Patriot Search	112.00		
Escrow Service Fee (Buyer)	50.00		
NY Sales Tax	75.71	0.00	0.00
TOTALS	\$22,052.71	\$20,000.00	\$0.00

TITLE POLICY INFORMATION

Purchase / Owners

Owner's Policy: \$5,000,000.00

TRID Calculations (information only): Title - Owner's Policy Premium (optional) \$19,148.00

Checks Received:

PAYOR			AMOUNT	
TOTAL RECEIVED	 	 -		\$0.0

CLOSER IS RESPONSIBLE FOR ACCURACY OF ALL CHARGES

CLOSER'S REMARKS:

Hudson United Title Services, LLC

95 S. Middletown Road
Nanuet, NY 10954
Telephone: (845) 638-2000 Fax: (845) 634-0895

Consumer Acknowledgment Of Title Insurance Premiums, Fees, And Service Charges

This Memorandum MUST be attached to all final invoices.

Date:

Order/File No.: <u>HAS-25113</u>
Property: 22 Demarest Avenue, West Nyack, NY 10994
I/We acknowledge that I/we have reviewed the premium calculations, fees, and service charges being charged to me/us. I/We acknowledge that these charges have been explained to me/us and that I/we understand them as set forth on this Memorandum.
NOTE: All buyers, borrowers, sellers and lenders, or their authorized representative(s) are required to sign this Memorandum of Acknowledgment pursuant to New York State Insurance Law.
REQUIRED SIGNATURES:
Buyer(s)/Borrower(s):
Chung Tai Chan Monastery USA
Lender:

Hudson United Title Services, LLC

Agent for

The Security Title Guarantee Corporation of Baltimore
PRIVACY POLICY NOTICE
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Hudson United Title Services, LLC agent for The Security Title Guarantee Corporation of Baltimore.

We may collect nonpublic personal information about you from the following sources.

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
 Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lending.

Unless it is specifically stated otherwise in an amended privacy policy notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated companies third parties as permitted by law.

We may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT NO. HAS-25113



NEW YORK COMMITMENT FOR TITLE INSURANCE

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Security-Title Guarantee Corporation of Baltimore, ("Company"), for valuable consideration, does hereby certify to the proposed Insured named in Schedule A that an examination of title to the land as set forth in Schedule A has been made in accordance with the Company's usual procedures and the Company commits to issue its policy or policies of title insurance; an identified in Schedule A, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums charged herefore; all subject to the provisions of Schedules A and B hereto and the Conditions and Stipulations, Standard Exclusions and Standard Exceptions hereof, all as set forth herein.

This Commitment shall be null and void: (1) if the fees herefore are not paid; (2) if the proposed Insured, his attorney or agent, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company and (3) upon delivery of the policy.

Any claim arising hereunder or by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If the proposed Insured acquired or acquires, any interest or lien to be insured hereunder prior to the delivery hereof, the Company assumes no liability hereunder except under the policy when issued.

The use of this Commitment is intended for attorneys only. The exceptions as may be set forth herein may affect the marketability of the title to the land set forth in Schedule A hereto. You should consult your attorney before taking any action based upon the contents hereof. The Company's representative at any closing held hereunder may not and will not act as legal adviser to any of the parties to the closing or draw legal instruments for such parties. Such representative is permitted to be of assistance only to an attorney. You are advised to have your own attorney present at any closing held hereunder.

In Witness Whereof, the Company has caused its Corporate Name and Seal to be hereunto affixed; and this instrument, including the Conditions and Stipulations and Standard Exceptions hereto, to become valid when Schedule A and B have been attached hereto

Signed August 20, 2018

Issued by: Hudson United Title Services, LLC 95 S. Middletown Road Nanuet, NY 10954 Tel: (845) 638-2000

Fax: (845) 634-0895



THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

By Theod Chogus

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Authorized	Signa	ture
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Redated:	Bv:		
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THIS REPORT IS NOT A TITLE INSURNACE POLICY! PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Questions concerning the Commitment should be directed to:

Closing Requirements

- 1. CLOSING INSTRUMENTS: If any of the closing instruments will be other than those commonly used, or if the instruments contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed instruments in advance of the closing. All instruments recorded by the Company in connection with this transaction will be returned directly by the City Register or County Clerk's Office to the party indicated thereon.
- 2. CORPORATIONS: When a corporation is to execute at closing, or has executed since the date of this commitment, a deed, mortgage or lease affecting the premises to be insured, compliance with the provisions of the Business Corporation Law is required.
- 3. INTERMEDIARY DEEDS: In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such intermediary must be furnished to the Company prior to the closing so that appropriate searches can be made and relevant exceptions raised. Otherwise, the closing may be adjourned.
- 4. LIEN LAW CLAUSE: Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or from other persons appointed by a court for the sole purpose of conveying property.
- MUNICIPAL SEARCHES: When Municipal Department searches are requested, the accuracy of the returns thereon are not insured nor are such searches continued beyond the date of the original search.
- 6. POWERS OF ATTORNEY: If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of the Power must be submitted to the Company prior to closing. The identity of the grantor or donor of the Power as well as the continued validity of the power must be established at the closing to the Company's satisfaction. At the date and time of the closing, the grantor or donor of the Power must be available to confirm the Power's continued validity.
- 7. PROOF OF IDENTITY: The identity of all persons executing the papers delivered at the closing must be established to the Company's satisfaction. Photographic identification will be required of all participants executing papers at the closing.
- 8. REFERENCE TO SURVEYS AND MAPS: Closing instruments should make no reference to surveys or maps unless such surveys or maps have been filed in the appropriate City Register or County Clerk's Office.

Miscellaneous Provisions

- 1. If the insured fee owner contemplates making improvements to the premises costing more than 20% of the a amount of insurance to be issued hereunder, this Company urges that the insured increase the amount of insurance to cover the cost of the improvements; otherwise in certain cases, the insured fee owner, pursuant to the terms of the policy, will become a co-insurer with the Company and will have a resulting reduction in coverage.
- 2. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered by the fee owner, this commitment will set forth the specific survey exceptions which this Company will include in our policy. Whenever the word "trim" is used in any survey exception from coverage, it shall be deemed to include, roof cornices, moldings, belt curves, water tables, keystones, pilasters, porticos or balconies, any of which may project beyond the street or boundary line.
- 3. This Company's examination of title will include a search for any unexpired financing statements ("UCC's") which affect fixtures located on the premises and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office to the City Register or of the County Clerk of the county in which the real property is located. No search has been made for other financing statements because we do not insure title to personal property. The foregoing does not apply to cooperative unit titles.
- 4. This Company must be notified immediately of the recording or filing, after the date of this commitment, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this commitment and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise dispose of any such lien.
- 5. If the insured desires affirmative insurance regarding any of the restrictive covenants raised in this commitment, please request such affirmative insurance in advance of the closing date, as such a request may not be considered at the closing.
- 6. If the insured ascertains that there is additional property or an appurtenant easement for which the Insured desires insurance, please contact this Company in advance of the closing so that an appropriate title search may be made. In some cases, the rate manual may require that we make an additional charge for the search or examination as well as for the affirmative insurance.

Conditions and Stipulations

- 1. If the proposed Insured has acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or Interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously Incurred pursuant to paragraph 2 of these Conditions and Stipulations.
- 2. Liability of the Company under this Commitment shall be only to the named proposed Insured and such other parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminated exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- Any action or actions or rights of action that the proposed insured may
 have or may bring against the Company arising out of the status of the
 title to the estate or interest or the status of the mortgage thereon
 covered by this Commitment must be based upon and are subject to
 the provisions of this Commitment.
- Unless the estate or interest in real property covered by this Commitment is a cooperative unit or a mortgage upon a cooperative unit, this Commitment provides no insurance for the title to personal property.

Standard Exclusions

The following matters are expressly excluded from the coverage of this Commitment as well as from the Policy and the Company will not pay any loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice to the enforcement thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violations affecting the land has been recorded in the public records at the date of this Commitment or at the Date of Policy.
- Any governmental police power not excluded by (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the Commitment Date or at the Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the Date of this Commitment or Date of Policy, but not excluding from coverage any taking which has occurred prior to the Commitment Date or Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

- Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of this Commitment or Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy: (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to date of this Commitment or Date of Policy (except to the extent that this Commitment or the Policy insures the priority of the lien of an insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or other estate or interest insured by this Commitment or by the Policy.
- 5. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this Commitment or the Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this Commitment or by the Policy being deemed a fraudulent conveyance or fraudulent transfer or (ii) the transaction creating the estate or interest insured by this Commitment or the Policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

If the estate or interest insured hereunder is a mortgage, then the following matters are expressly excluded from the coverage of this Commitment and the Policy and the Company will not pay loss, or damage costs, attorneys' fees or expenses which arise by reason of: (a) the unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at the date of this Commitment or Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated and/or (b) the invalidity or unenforceability of the lien of the insured mortgage or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Standard Exceptions

The policy or policies will contain exceptions to the following and the Company will not pay costs, attorneys' fees or expenses which arise by reason of the following unless the same are disposed of to the Company's satisfaction prior to or at the closing:

- Taxes, tax liens, tax sales, water rates, sewer and other assessments as set forth in the Policy;
- 2. Mortgages as set forth in the Policy;
- Judgments liens as set forth in the Policy;
- Any state of facts which an accurate survey might show or survey exceptions as set forth in the Policy;
- Rights or claims of parties, tenants or persons in possession; and
- Covenants, conditions, restrictions, easements. leases, agreement, etc., of record, as more fully set forth in the Policy.

THE SECURITY TITLE GUARANTEE CORPORATION
OF BALTIMORE
6 South Calvert Street
Baltimore, MD 21202-1388

as Agent for

The Security Title Guarantee Corporation of Baltimore

SCHEDULE A

Effective Date: August 20, 2018

Title No. HAS-25113

Policy and/or Policies to be issued:

ALTA Owners Policy (10-17-92) (with N.Y. Endorsement Modifications)
Proposed Insured: Chung Tai Chan Monastery USA

\$5,000,000.00

Borrower:

The Estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

Parcel I, (Section 64.09 Block 1 Lot 46)

Title is vested in The Nanuet Baptist Church of Rockland County New York a corporation of the State of New York by deed from J. Demarest Mitchell dated 12/16/1890 and recorded 3/16/1891 in the Rockland County Clerk's Office in Liber 160 Page 775 and

Title is vested in Grace Conservative Baptist Church of Nanuet, New York, a religious corporation by deed from Marjorie V. Whittaker, Harry M. Fisher, Raymond M. Fisher and F. Clay Fisher, sole heirs at law and distributees of Lillian B. Edsall, deceased dated 3/20/1964 and recorded 5/18/1964 in the Rockland County Clerk's Office in Liber 775 Page 988.

Parcel II (Section 64.09 Block 1 Lot 47)

Title is vested in Nanuet Baptist Church of Nanuet, New York, a Religious Corporation by deed from Cora Blauvelt dated 4/25/1927 and recorded 8/11/1927 in the Rockland County Clerk's Office in Liber 313 Page 79 and

Title is vested in Nanuet Baptist Church, a Religious Corporation by deed from Harry E. Bailey and Ina B. Bailey, his wife dated 7/18/1928 and recorded 7/25/1928 in the Rockland County Clerk's Office in Liber 319 Page 26 and

Title is vested in Grace Conservative Baptist Church of Nanuet and Suffern, New York, a Religious Corporation by deed from Howard R. Piper, only child of Albert C. Piper, deceased dated 10/2/1951 and recorded on 10/5/1951 in the Rockland County Clerk's Office in Liber 533 Page 597.

Parcel III (Section 64.09 Block 1 Lot 48)

Title is vested in Grace Conservative Baptist Church, a Religious Corporation by deed from Alice F. Howard dated 2/6/1962 and recorded on 2/8/1962 in the Rockland County Clerk's Office in Liber 742 Page 396.

as Agent for

The Security Title Guarantee Corporation of Baltimore

Parcel IV (Section 64.09 Block 1 Lot 50)

Title is vested in Grace Conservative Baptist Church by deed from Harold E. McLeod and Alice E. Munkelt dated 8/5/1963 and recorded on 8/5/1963 in the Rockland County Clerk's Office in Liber 763 Page 984.

Parcel V (Section 64.09 Block 1 Lot 51)

Title is vested in Grace Conservative Baptist Church, a Religious Corporation by deed from Alice F. Howard, being the residuary devisee under paragraph "Second" of the Last Will and Testament of Josephine Demarest, deceased dated 5/15/1978 and recorded on 5/16/1978 in the Rockland County Clerk's Office in Liber Book 1006 Page 960.

Premises described Schedule A are known as:

District:

Premises: Address:

County:

Block:

20

1

Rockland

Premises: Address:	22 Demarest Avenue, Nanuel Town of Clarkstown, County						
County:	Rockland	City:	Clarkstown				
District: Block:	20 1	Section: Lot:	64.9 47				
Premises: Address: County:	24 Demarest Avenue, Nanuet Town of Clarkstown, County Rockland						
District: Block:	20 1	Section: Lot:	64.9 51				
Premises: Address: County:	Address: 26 Demarest Avenue, Nanuet, NY 10954 Town of Clarkstown, County of Rockland, State of New York						
District: Block:	20 1	Section: Lot:	64.9 50				
Premises: Address:	9 Highview Avenue, Nanuet, Town of Clarkstown, County Rockland		nd, State of New York Clarkstown				

Section:

Lot:

City:

Town of Clarkstown, County of Rockland, State of New York

20 Demarest Avenue, Nanuet, NY 10954

64.9

Clarkstown

48

as Agent for

The Security Title Guarantee Corporation of Baltimore

District: 20 Section: 64.9 Block: 1 Lot: 46

THIS REPORT IS NOT A TITLE INSURANCE POLICY PLEASE READ CAREFULLY

This report may set forth exclusions under The Title Insurance Policy and may not list all Liens, Defects, and Encumbrances affecting title to the property.

You should consider this information carefully.

For any Title Clearance questions on this report please call:

Title Number: HAS-25113

SCHEDULE A DESCRIPTION

Legal Description to Follow upon receipt of the Surveys.

Title Number: HAS-25113

Schedule B-1

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

- Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
- 2. Mortgages returned herein (1). Detailed statement herein.
- 3. Rights of tenants and persons in possession, if any.
- Any state of facts which an accurate survey might show.
 OR
 Survey exceptions set forth herein.
- 5. The exact acreage of the premises herein is not insured.
- 6. The proposed seller is a corporation formed under the Religious Corporation Law of the State of New York. The sale to the proposed insured must be approved by an appropriate order of the New York Supreme Court PRIOR TO SALE.
- 7. The Company requires satisfactory evidence that the proposed transaction is supported by proper Resolution in compliance with the Articles/Discipline/Constitution/Bylaws of the Church and applicable law, and that all documents in the proposed transaction will be executed by properly authorized persons in the appropriate capacity. Upon receipt and review additional exceptions may then be raised.
- 8. Title Herein is certified to The Nanuet Baptist Church of Rockland County New York, Grace Conservative Baptist Church of Nanuet, New York (As to Parcel I, Section 64.09 Block 1 Lot 46), Nanuet Baptist Church of Nanuet, New York, Nanuet Baptist Church and Grace Conservative Baptist Church of Nanuet and Suffern (As to Parcel II, Section 64.09 Block 1 Lot 47), Grace Conservative Baptist Church (As to Parcel IV, Section 64.09 Block 1 Lot 48), Grace Conservative Baptist Church (As to Parcel IV, Section 64.09 Block 1 Lot 50), and Grace Conservative Baptist Church (As to Parcel V, Section 64.09 Block 1 Lot 51). The Contract of Sale shows the proposed grantor as Grace Baptist Church of Nanuet. Proof of devolution of title to Grace Baptist Church of Nanuet is required prior to closing. and/or Company requires proof of name change.
- 9. A copy of the Certificate of Incorporation as filed or other satisfactory proof of its due incorporation or formation for Chung Tai Chan Monastery USA must be submitted to the Company prior to closing.
- 10. Permit in Liber 608 Page 90 (As to Parcels 1-V).
- 11. Order in Liber 774 Page 872 (As to Parcels I-V).
- 12. Covenant in Liber 37 Page 24 (As to Parcels II-V).
- 13. Certificate of Change of Name Book 9988 Page 52981.

Title Number: HAS-25113

Schedule B-1

14. The closing deed must contain the following recital: "Being and intended to be the same premises conveyed to the grantor(s) herein by deed dated 12/16/1890, and recorded on 3/16/1891 in Liber 60 Page 498 and by deed dated 3/20/1964 and recorded on 5/18/964 in Liber 775 Page 988 (as to Parcel I, Section 64.09 Block 1 Lot 46).

By deed dated 4/25/1927 and recorded on 8/11/1927 in Liber 313 Page 79, Deed dated 7/18/1928 and recorded on 7/25/1928 in Liber 319 Page 26 and by deed dated 10/2/1951 and recorded on 10/5/1951 in Liber 533 Page 597 (As to Parcel II, Section 64.09 Block 1 Lot 47).

By deed dated 2/6/1962 and recorded on 2/8/1962 in Liber 742 Page 396 (As to Parcel III, Section 64.09 Block 1 Lot 48).

By deed dated 8/5/1963 and recorded on 8/5/1963 in Liber 763 Page 984 (As to Parcel IV, Section 64.09 Block 1 Lot 50).

By deed dated 5/15/1978 and recorded on 5/16/1978 in Liber 1006 Page 960 (As to Parcel V, Section 64.09 Block 1 Lot 51).

- 15. The name(s) of the record owner(s) Grace Baptist Church of Nanuet, Nanuet Baptist Church, Nanuet Baptist Church of Rockland County, Grace Conservative Baptist Church, Grace Conservative Baptist Church of Nanuet, Grace Conservative Church of Nanuet and Suffern and Baptist Church of Nanuet has/have been searched in the ROCKLAND County Clerk's Office for the past ten years for unpaid Liens and Judgments and None were found open of record.
- 16. The name(s) of the proposed purchaser(s) Chung Tai Chan Monastery USA has (have) been searched in the Rockland County Clerk's Office for the last ten years for Unpaid Liens and Judgments and None were found of record
- 17. Proof is required that none of the parties hereto have been known by any other name(s) for the ten years last past.
- 18. TWO (2) FORMS OF IDENTIFICATION (one of which being a picture identification) are required from of all parties executing documents at closing.
- 19. Premises herein is benefited by a Tax Exemption, policy will except the Lien which may attach by reason of any restoration of real property taxes after transfer of title by the owner entitled to such tax exemption.
- NOTE: If the tax search contained herein reflects open taxes, proof of payment is to be produced at or prior to closing.
- 21. It will be MANDATORY for all RP-5217 forms to be in the PDF VERSION when presented with documents for recording. The PDF form must be completed according to the New York State Office of Real Property Services. This form cannot be printed off the computer with the blanks filled in using a typewriter or be hand written. The PDF form must be completed using a computer. The fee for the RP-5217 form remains the same.
- 22. NEW TP-584 FORM REQUIREMENT: Effective Monday April 15, 2013 the current version (dated 3/07) is no longer being

Title Number: HAS-25113

Schedule B-1

accepted. ALL conveyances received after that date MUST be submitted with the revised TP-584 (regardless of conveyance date) or they will not be accepted for recording.

23. NOTE: Beginning FEBRUARY 1, 2015, Rockland County will be putting into operation an electronic SafeScan system. This system will utilize the barcode located on the RP-5217 form, thus enabling the County Clerk's Office to electronically transmit the data contained in the barcode directly to New York State ORPTS.

.The Clerk will not accept ANY handwritten RP-5217 forms.

With the exception of sale price and sale contract date or date of sale/transfer (as this information often changes at closing), all established and known information must be filled in prior to the closing. This is the information that will auto-populate once the barcode is scanned. As each form will have its own unique barcode, you will no longer be able to use reproduced, self-created, blank forms and handwrite or type in the information. RP-5217 forms and their related documents will be rejected for recording if it is determined the barcode information does not correspond with the information on the form itself.

The form can be accessed via the RP-5217-PDF home page, tax.ny.gov/research/assess/rp521 7/index.htm. From this website, you can access the form for download, as well as Adobe installation (if needed), Instructions, FAQs, filing information, Statutes and General Information.

24. The New York State Department of Taxation and Finance requires that every mortgage offered for recording contain the following recital:

"The real property (is or is not, whichever applies) principally improved or to be improved by one of more structures containing in the aggregate not more than six residential dwelling units, each dwelling unit having its own separate cooking facilities".

NOTE: This recital may be stated on the mortgage instrument itself or it may be included by attachment of a separate page to the mortgage signed by the person making the statement.

- 25. Applicable Mortgage Recording Tax is due at closing.
- 26. NOTE: Any municipal searches reported herein are furnished "FOR INFORMATIONAL PURPOSES ONLY", They are not insured and the company assumes no liability for the accuracy thereof.

NOTE: All checks in excess of \$500.00 for payment of closing fees must be Certified or Bank Check payable to Hudson United Title Services, LLC unless other arrangements have been made with this Company prior to closing.

NOTE: If a Power of Attorney is to be used in this transaction please contact this Company prior to closing.

NOTE: All documents to be recorded in the Office of the Clerk/Register must be executed in BLACK INK ONLY or this company will assume no responsibility for the recording of same.

Title Number: HAS-25113

Schedule B-1

Title Number: HAS-25113

MORTGAGE SCHEDULE

DISPOSITION

MORTGAGE #1 of 1: Parcel I Section 64.09 Block 1 Lot 46

Mortgagor:

Grace Conservative Baptist Church

Mortgagee:

Nanuet Savings and Loan Association \$24,500.00.

Amount: Dated: Recorded:

7/8/1966 7/11/1966

Recording ID:

Book 879 Page 142.

as Agent for
The Security Title Guarantee Corporation of Baltimore

JUDGMENTS

Title Number: HAS-25113

None Found Open of Record.

Title Number: HAS-25113

Survey Reading

as Agent for

The Security Title Guarantee Corporation of Baltimore

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Title Number: HAS-25113

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They **WILL NOT BE CONTINUED** to the date of closing.

Certificate of Occupancy Contained herein.

Housing & Building Contained herein.

Franchise Tax NA

Fire Dept. Search Ordered, not yet received.

Emergency Repairs NA

Highways Report NA

Bankruptcy Contained herein.

Patriot Contained herein.

Street Report Contained herein.

STREET VAULTS

In New York City, if there is a STREET VAULT, it is suggested that the applicant investigate possible unpaid license fees owed by the City of New York. For the use of such vault, because the right to maintain it IS NOT INSURED, nor does the Company insure that the vault charges have been paid.



21 Robert Pitt Dr. Suite#324 Monsey, NY 10952

Phone: 845.352.1929 646.519.2515 Fax: www.hudsonsearch.com

TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

09/06/2018

Title #:

HAS-25112

Premises: 20 Demarest Avenue

County:

Rockland

Town:

Clarkstown

SWIS:

392089

Section:

64.9

Block: Lot:

1 46 Assessed to:

Nanuet CSD School District:

Village:

None

Building Class:

620 - Religious

Acreage:

0.74

Assessed Value: Exemption(s):

Land: 36,400 - Total: 115,200

Grace Baptist Church Of Nanuet

Non-Profit - 115,200

Vs. Town/County/School

2018 Town / County Tax: 1/1-12/31 2018

Full Tax:

\$584.97

Due 1/1/18

Paid

Tax w/o Exemption: \$5,946.39

Note: Tax Amount Shown is for Special District Charges

2018/2019 School Tax: 7/1-6/30 2018/2019

Full Tax:

\$0.00

Due 9/1/18

N/A

Tax w/o Exemption: \$12,307.63

Water / Sewer: Private

Run Date: 9/6/18 Subject to continuation prior to closing.

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

CONTINUED ON NEXT PAGE



21 Robert Pitt Dr. Suite#324

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CONTINUED

Title #: HAS-25112

County: Rockland

Taxing Authority

Town of Clarkstown - Town & School Tax Justin Sweet, Town Clerk 10 Maple Avenue New City NY, 10956 (845) 639-2010

\$5.00 Memo Fee - Separate check

Rockland County Commissioner of Finance 50 Sanatorium Road Building A, 8th Fl. Pomona, NY 10970 (845) 364-3878 (845) 364-3869

NOTE: Taxing Authority information is provided for informational purposes only. No liability assumed. It is recommended you contact the above collectors prior to sending payment to confirm taxes are still payable to the above locations.

Run Date: 9/6/18 Subject to continuation prior to closing.

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

Tax Search Page 2 of 2 HDS119770

